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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

11 RICHARDO ANGEL NAVARRETTE,)
12 Plaintiff,)
13 v.)
14)
15 UNITED STATES OF AMERICA,)
16 Defendant.)
17)
No. C 04-0760 JSW

**SETTLEMENT AGREEMENT
AND [PROPOSED] ORDER
APPROVING SETTLEMENT**

SETTLEMENT AGREEMENT

19 Plaintiff, RICHARDO ANGEL NAVARRETTE, and defendant, UNITED STATES OF
20 AMERICA, hereby enter into this Settlement Agreement (the “Agreement”), as follows:

21 1. The parties hereby agree to settle and compromise Richardo Angel Navarrete v.
22 United States of America, United States District Court for the Northern District of California
23 Case Number C 04-0760 JSW (the “Lawsuit”), under the terms and conditions set forth herein.

24 2. The United States of America agrees to pay plaintiff the sum of One Million
25 Dollars (\$1,000,000.00) (the "Settlement Amount") in full settlement and satisfaction of any and
26 all claims, demands, rights, and causes of action of whatsoever kind and nature, arising from, and
27 by reason of any and all known and unknown, foreseen and unforeseen bodily and personal

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1 injuries, damage to property and the consequences thereof, resulting, and to result, from the same
 2 subject matter that gave rise to the Lawsuit, for which plaintiff or his heirs, executors,
 3 administrators, or assigns, and each of them, now have or may hereafter acquire against the
 4 United States of America, its agencies, agents, servants, or employees.

5 3. Plaintiff and his heirs, executors, administrators, and assigns hereby agree to
 6 accept the Settlement Amount in full settlement and satisfaction of any and all claims, demands,
 7 rights, or causes of action of whatsoever kind and nature, arising from, and by reason of any and
 8 all known and unknown, foreseen and unforeseen bodily and personal injuries, damage to
 9 property and the consequences thereof which they may have or hereafter acquire against the
 10 United States of America, its agencies, agents, servants, or employees on account of the same
 11 subject matter that gave rise to the Lawsuit. Plaintiff and his heirs, executors, administrators, and
 12 assigns further agree to reimburse, indemnify, and hold harmless the United States of America,
 13 its agencies, agents, servants, and employees from any and all such causes of action, claims,
 14 liens, rights, or subrogated or contribution interests incident to or resulting from further litigation
 15 or the prosecution of claims by plaintiff or his heirs, executors, administrators, or assigns against
 16 any third party or against the United States of America.

17 4. This Agreement shall not constitute an admission of liability or fault on the part of
 18 the United States of America, its agencies, agents, servants, or employees, and is entered into by
 19 and between the parties for the purpose of compromising disputed claims and avoiding the
 20 expenses and risks of litigation.

21 5. This Agreement may be pled as a full and complete defense to any subsequent
 22 action or other proceeding involving any person or party which arises out of the claims released
 23 and discharged by this Agreement.

24 6. The Settlement Amount represents the entire amount of the compromise
 25 settlement. The parties will each bear their own costs, attorneys' fees, and expenses, and any
 26 attorneys' fees or liens owed by plaintiff will be paid out of the Settlement Amount and not in
 27 addition thereto.

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1 7. It is also understood by plaintiff that, pursuant to Title 28 , Section 2678 of the
 2 United States Code, attorneys' fees for services rendered in connection with this Lawsuit shall
 3 not exceed 25 percent of the Settlement Amount.

4 8. Payment of the Settlement Amount will be made by wire transfer to "Brant
 5 Hickey & Associates Client Trust Account."

6 9. Plaintiff has been informed that payment of the Settlement Amount may take
 7 ninety days or more to process, but defendant agrees to make good faith efforts to expeditiously
 8 process the payment.

9 10. The parties agree that should any dispute arise with respect to the implementation
 10 of the terms of this Agreement, plaintiff shall not seek to rescind the Agreement and pursue his
 11 original causes of action. Plaintiff's sole remedy in such a dispute is an action to enforce the
 12 settlement in the United States District Court. The parties agree that the United States District
 13 Court will retain jurisdiction over this matter for purposes of resolving any dispute alleging a
 14 breach of this Agreement.

15 11. In consideration of payment of the Settlement Amount and this Agreement,
 16 plaintiff hereby releases and forever discharges the United States of America and any and all of
 17 its past and present officials, employees, agencies, agents, attorneys, successors, and assigns from
 18 any and all obligations, damages, liabilities, actions, causes of action, claims, and demands of
 19 any kind and nature whatsoever, whether suspected or unsuspected, at law or in equity, known or
 20 unknown, arising out of the allegations set forth in the pleadings in the Lawsuit.

21 12. California Civil Code Section 1542 provides as follows:

22 A general release does not extend to claims which the creditor does
 23 not know or suspect to exist in his or her favor at the time of
 24 executing the release, which if known by him or her must have
 25 materially affected his settlement with the debtor.

26 Plaintiff, having been apprised of such language by his attorney, and fully understanding the
 27 same, nevertheless waives the benefits of any and all rights he may have pursuant to Section
 28 1542 and any similar provisions of federal law. Plaintiff understands that, if the facts concerning

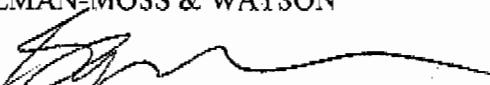
1 to be other than or different from the facts now believed to be true, this Agreement shall be and
2 remain effective notwithstanding such difference.

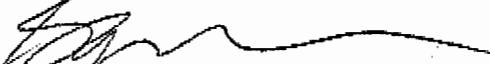
3 13. This instrument shall constitute the entire agreement between the parties, and it is
4 expressly understood and agreed that this Agreement has been freely and voluntarily entered into
5 by the parties with the advice of counsel, who have explained the legal effect of this Agreement.
6 The parties further acknowledge that no warranties or representations have been made on any
7 subject other than as set forth in this Agreement. This Agreement may not be altered, modified,
8 amended, or otherwise changed in any respect except by writing, duly executed by all parties and
9 their authorized representatives.

10 Dated: 4/1/09


RICARDO ANGEL NAVARRETTE
Plaintiff

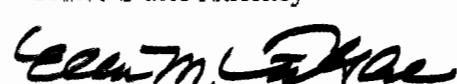
13 Dated: 4/1/09


BOZMAN MOSS & WATSON


BARBARA BOZMAN-MOSS
Attorneys for Plaintiff

18 Dated: 4/2/09

JOSEPH P. RUSSONIELLO
United States Attorney

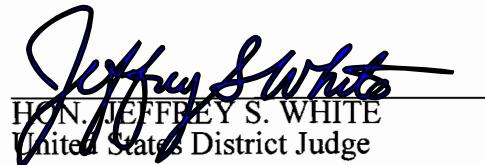

ELLEN M. FITZGERALD
Assistant United States Attorney
Attorneys for Defendant

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No. C 04 0760 JSW

1 **[PROPOSED] ORDER**

2 THE ABOVE SETTLEMENT AGREEMENT IS APPROVED, AND IT IS SO
3 ORDERED.

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5 Dated: April 3, 2006


6 HON. JEFFREY S. WHITE
7 United States District Judge

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